

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

ROBERT RIVET,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

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:

Case No. C-1-02-164

Judge Dlott

AFFIDAVIT OF UTE AUS DEM BRUCH

STATE OF VIRGINIA

:

: ss

COUNTY OF FAIRFAX

:

I, Ute aus dem Bruch, being duly sworn, depose and state as follows:

1. In October 2000, I became the Human Resources Planner for the Cincinnati Region of the Ford Customer Service Division. In my capacity as the Human Resources Planner for the Cincinnati Region of the Ford Customer Service Division, I am responsible for compensation, transfer paperwork, separation programs, being an employee relations contact for employees, disciplinary issues, and the performance appraisal process.

2. I have personal knowledge of the following facts:

3. Attached as Exhibit 1 is a salaried "Employment Agreement" contained in an employee accession signed by Mr. Rivet upon his hire in 1975. While this particular copy of the Agreement is illegible, it is identical to all salaried employee Agreements, which indicate that all salaried employees are at-will employees.

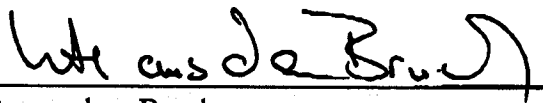
4. Attached as Exhibit 2 is a more legible sample of the Agreement signed by salaried employees that shows all salaried employees are employees at-will.

5. Exhibits 1 and 2 are copies of records kept in the ordinary course of Ford's regularly conducted business.

6. Under Ford's performance evaluation system, a rating of "Excellent" does not mean that an employee is an "excellent" employee. Rather, a rating of "Excellent" means an employee is performing at a level that is acceptable, but when compared with others with "Excellent Plus" and "Outstanding" ratings, shows there is room for improvement.

7. An employee with a performance rating of "Satisfactory Plus" is performing at a level, when compared to others, is three levels below the highest performance rating given by Ford. A "Satisfactory" rating is four levels below the highest performance rating given by Ford. An employee with a "Satisfactory Minus" rating is one step from termination.

AFFIANT FURTHER SAYETH NAUGHT.


Ute aus dem Bruch

SWORN TO BEFORE ME, and subscribed in my presence this 16 day of October, 2003.


Notary Public

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 16 day of October, 2003
by Bonnie Lipscomb
Notary Public
My commission expires June 30, 2007

LIFE AND DISABILITY INSURANCE FOR EMPLOYEES BEING REINSTATED

If you were a member of the Life and Disability Insurance Plan during previous employment, it is assumed that you wish to have your insurance reinstated as of the date of your return to active employment.

3. In order to have your insurance reinstated, you must contact your Financial Security Representative and complete a Cancellation Form.

EMPLOYMENT AGREEMENT

I hereby certify that the information contained herein is true and correct and the facilities and data made available to me by my employer identified in the reverse side, I hereby recognize as the exclusive property of, and assign, transfer, and convey to my employer without further consideration each and every invention, discovery, or improvement which I conceived or developed as an employee of my employer while or partly while during the period of my employment with it, and as to any matter, thing, process or method of manufacture connected in any way with my work or with tasks assigned to me by Ford Motor Company or any of its subsidiaries, or which is within the scope of their business, and I will not divulge to any third party in any time or place any document or thing in my possession or control which is or contains an invention, discovery or improvement of any kind, or any application of patent, granted, pending, or with respect to any papers requested relating thereto. I will also give all reasonable assistance to my employer or its designees, including any assignment or assignments in connection therewith, all expenses incident thereto to be assumed by my employer.

[illegible]

I understand that my employment is not for any definite term, and may be terminated at any time, without advance notice, by either myself or my employer. My employment is subject to such rules, regulations, and personnel practices and policies, and changes therein, as my employer may from time to time adopt; and that my employment shall be subject to such layoffs, and my compensation to such adjustments, as my employer may from time to time determine.

I understand and that medical information disclosed to my employer's examining physician is not for treatment is a patient and is not privileged. I agree to become subject to the state workmen's compensation law that is or becomes applicable to my employment.

I hereby acknowledge that the terms contained herein are the entire terms of my employment agreement, that there are no other arrangements, understandings or oral understandings, oral or in writing, regarding my present or future employment with Ford Motor Company or any of its subsidiaries and that any purported arrangements, agreements or understandings made in the future shall not be valid unless evidenced by a writing signed by a properly authorized representative of my employer.

Robert P. Pinet

W. G. Lickertson

REVIEWS

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REDACTED

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Exhibit A-2**EMPLOYMENT AGREEMENT**

In consideration of the compensation paid to me as an employee and the facilities and data made available to me by my employer identified on the reverse side, I hereby recognize as the exclusive property of, and assign, transfer, and convey to my employer without further consideration each and every invention, discovery or improvement made, conceived or developed by me (whether alone or jointly with others) during the period of my employment which relates to any matter, thing, process or method of manufacture connected in any way with my work or with tests carried on by Ford Motor Company or any of its subsidiaries, or which is within the scope of their business, and I will upon request of my employer at any time execute documents assigning to it, or its designee, any such invention, discovery or improvement or any patent application or patent granted therefor, and will execute any papers requested relating thereto. I will also give all reasonable assistance to my employer, or its designee, regarding any litigation or controversy in connection therewith, all expenses incident thereto to be assumed by my employer.

I agree to pay my employer, and hereby authorize it to deduct from any moneys due me, the sum of \$3.00 for each identification pass, \$5.00 for each picture badge, 50 cents for each tool check, and the cost of any other equipment received by me while in its employ, which is lost or damaged, or which I fail to return in good condition (except for ordinary wear and tear in the course of business) upon demand. I waive any responsibility on the part of my employer for loss or damage to personal equipment.

I understand that my employment is not for any definite term, and may be terminated at any time, without advance notice, by either myself or my employer; that my employment is subject to such rules, regulations, and personnel practices and policies, and changes therein, as my employer may from time to time adopt; and that my employment shall be subject to such layoffs, and my compensation to such adjustments, as my employer may from time to time determine.

I understand that medical information disclosed to my employer's examining physician is not for treatment as a patient and is not privileged. I elect to become subject to the state workmen's compensation law that is or becomes applicable to my employment.

I acknowledge that the terms contained herein are the entire terms of my employment agreement, that there are no other arrangements, agreements, or understandings, oral or in writing, regarding my present or future employment with Ford Motor Company or any of its subsidiaries and that any purported arrangements, agreements or understandings made in the future shall not be valid unless evidenced by a writing signed by a properly authorized representative of my employer.

EMPLOYEE'S SIGNATURE

COMPANY REPRESENTATIVE AND WITNESS OF EMPLOYEE'S SIGNATURE

REMARKS:

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& SAL. PERS. SECT.

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